

RESOLUTION No. 2007-177-683

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN SERVICE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC., ATTACHED HERETO AS EXHIBIT "A," FOR THE INSTALLATION AND SERVICING OF RED LIGHT CAMERAS AND ACCESSORIES, IN CONNECTION WITH THE CITY'S RED LIGHT PROGRAM, BY RELYING UPON THAT CERTAIN CITY OF APOPKA AWARD OF BID; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has adopted an Ordinance to enforce compliance with red lights through a photographic enforcement system ("Red Light Program'), and

WHEREAS, the Red Light Program presents a cost effective method of gaining compliance, and permits violations to be enforced more uniformly, and

WHEREAS, red light violations are among the most common factors in fatalities, injuries and motor vehicle collisions in the United States, and

WHEREAS, the City of Apopka competitively solicited for a company to provide the installation and servicing of a red light camera program, and

WHEREAS, American Traffic Solutions, Inc. ("ATS") located in Arizona was awarded the RFP by the Apopka City Council on February 7, 2007, and

WHEREAS, the system utilized by ATS combines vehicle detection and digital imaging technology with a complete turnkey program for supplying, installing, and maintaining the cameras, and

WHEREAS, the City Manager is recommending that the City Council rely upon that certain City of Apopka award and award a contract to ATS for installation and servicing of Red Light systems at intersections in the City that are determined to be dangerous,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that Service Agreement between the City of Miami Gardens and American Traffic Solutions, Inc., for the installation and servicing of red-light cameras and accessories, in conjunction with the City's Red Light Program, a copy of which is attached hereto as **Exhibit A**.


Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to American Traffic Solutions, Inc.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON NOVEMBER 28, 2007.

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

  
SHIRLEY GIBSON, MAYOR

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett

SECONDED BY: Councilman Campbell

**VOTE: 5-1**

Mayor Shirley Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)
Vice Mayor Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Oscar Braynon, II	<u>    </u> (Yes)	<u>    </u> (No) Not present
Councilman Aaron Campbell	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>    </u> (Yes)	<u>  x  </u> (No)
Councilman André Williams	<u>  x  </u> (Yes)	<u>    </u> (No)

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**PROFESSIONAL SERVICES AGREEMENT  
"AGREEMENT"**

THIS AGREEMENT made this 12 day of Dec, 2007, between American Traffic Solutions, Inc. (herein "ATS"), a corporation duly registered under the laws of the State of Delaware with its principal place of business at 14861 North Scottsdale Road, Suite 109, Arizona, County of Maricopa, State of Arizona, and the City of Miami Gardens, Florida, herein "customer", a municipal corporation of the State of Florida with principal offices at 1515 Northwest 167<sup>th</sup> Street, Building 5, Suite 200, Miami Gardens, Florida 33169.

**WITNESSETH:**

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axisis™ System" (herein "Axisis"), and

WHEREAS, Customer desires to use the Axisis™ System to monitor and enforce red light violations, and may, in the future, desire to monitor and enforce traffic speed or other traffic movements and to issue citations for traffic violations,

NOW THEREFORE, the parties hereby agree to that certain Professional Services Agreement attached hereto as Exhibit "A" plus all Exhibits, except that the following provisions shall be amended.

1. The term "Customer" shall refer to the "City of Miami Gardens" throughout the document.
2. The term "Police Department" shall be replaced with "Code Enforcement Department" throughout.
3. The term "Court" shall be deleted throughout.
4. Paragraph 23 shall be added to the Agreement as follows:

**23. OWNERSHIP OF DOCUMENTS:**

The City shall retain ownership of any and all documents, reports, photographs, works in progress and all data or developed in connection with this Agreement.

5. Section 14, Dispute Resolution, shall be deleted and the following shall be inserted in its place.

**14. CONTROLLING LAW:**

This Agreement shall be governed by and interpreted under the laws of the State of Florida. All legal disputes arising from this Agreement shall

be adjudicated in the Circuit Court of Miami-Dade County Florida or the Federal District Court for the Southern District of Florida. The parties hereto specifically waive any objections to personal jurisdictions of such courts in these matters.

6. Paragraph 12, **Indemnification**, shall be amended to add the following language:

Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

7. The following paragraph shall be added:

**24. ATTORNEYS' FEES:**

In the event either party breaches any terms or the conditions of this Agreement and it is necessary to institute court proceedings, then the prevailing party shall be awarded its Attorneys' fees and costs up through any appeal.

8. The following paragraph shall be added:

**25.** ATS confirms that it is authorized to do business in Miami-Dade County, Florida, and that it has obtained all required licenses.

9. The following paragraph shall be added:

**26. EXECUTION OF COUNTERPARTS:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same Agreement.

10. Paragraph 2.5 of the Scope of Work shall be deleted and the following shall be inserted in its place:

**Enforcement:** All citations/violations shall be processed in accordance with the City's Ordinance Establishing a Red Light Program and the City's Code Enforcement Ordinance.

11. Schedule 1 of the Agreement shall be amended as follows:

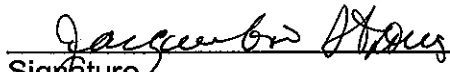
**Service Fee Schedule**

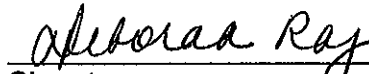
ATS shall be paid a fee of \$40.00 per citation actually paid and shall recover 30% of all delinquent revenue recovered, minus the City's expenses.

The City shall not be responsible for any installation or any equipment cost.


IN WITNESS WHEREOF the undersigned parties have executed this Agreement  
on the date indicated above.

WITNESSES:


  
Signature  
JACQUELINE SHOY'S  
Print Name:

  
Signature  
Deborah Raj  
Print Name:

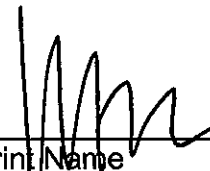
ATTEST:

  
Ronetta Taylor, CMC  
City Clerk

APPROVED AS TO FORM:

  
Sonja K. Dickens, City Attorney

AMERICAN TRAFFIC SOLUTIONS,  
INC.

By:   
Print Name

Title: CEO / President

CITY OF MIAMI GARDENS

By:   
Danny Grew  
City Manager

Date: 1/2/2008

**PROFESSIONAL SERVICES AGREEMENT  
"AGREEMENT"**

THIS AGREEMENT made this 7<sup>th</sup> day of March, 2007 between American Traffic Solutions, Inc. (herein "ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 14861 North Scottsdale Road, Suite 109, Arizona, County of Maricopa, State of Arizona, and the City of Apopka, Florida, herein "Customer", a municipal corporation of the State of Florida with principal offices at 112 E. 6th Street, Apopka, FL 32703.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axis<sup>™</sup> System" (herein "Axis"), and

WHEREAS, Customer desires to use the Axis<sup>™</sup> System to monitor and enforce red light violations, and may, in the future desire to monitor and enforce traffic speed or other traffic movements and to issue citations for traffic violations.

NOW THEREFORE, the parties agree:

**1. DEFINITIONS:**

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Citation" means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axis<sup>™</sup>.

"Person" or "persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Camera System" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four lanes controlled by a signal phase and which records such data with one or more images of such vehicle. "Camera System" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis<sup>™</sup> is stationed.

"Approach" is defined as one direction of travel of one or more lane on a road or a traffic intersection up to 4 lanes controlled by a single signal phase.

"Violation" means failure to obey an applicable traffic law or regulations, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

"Operational Time" means the actual time that a Camera System is monitoring traffic.

"VIMS Analysis" is a statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for a red light system.

**2. ATS AGREES TO PROVIDE:**

The scope of work identified in Exhibit "A, Section 1"

**3. CUSTOMER AGREES TO PROVIDE:**

The scope of work identified in Exhibit "A, Section 2."

**4. TERM AND TERMINATION:**

- a. This contract shall be effective on the signature date above.
- b. The term of this Agreement shall be for five (5) years beginning on the date of first issued and payable notice of a violation (the "Start Date") and may be automatically be extended for one additional five (5)

(5) year period. However, Customer may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement 120 days prior to the expiration of the current term.

c. The Contractor's services may be terminated:

- i) By mutual written consent of the parties;
- ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within forty-five (45) days after receiving notice.
- iii) For convenience as result of adverse state legislation, according to the terms and conditions agreed.

d. Upon termination of this Agreement, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Customer shall cease using the Axis™ System, shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the Customer not to do so, ATS shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

## **5. ASSIGNMENT:**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Customer hereby acknowledges and agrees that the execution (as outlined in Schedule 6), delivery and performance of ATS's rights pursuant to this Agreement shall require a significant investment by ATS, and that, in order to finance such investment, ATS may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that ATS shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between ATS and any such Financial Institution subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that ATS provides written notice to the Customer that it intends to Transfer all or any of ATS's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from ATS, ATS shall be free to effect said Transfer.

## **6. FEES AND PAYMENT:**

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit A, Schedule 1, ("Fees").

The Customer shall pay all fees due ATS based upon invoices from the proceeding month within 30 days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.

Each anniversary date of the term, the unit prices will increase by the CPI, according to the average of the U.S. Department of Labor, Consumer Price Indices for the City and the Metro Phoenix MSA.

## **7. INTERSECTION AND VIOLATION RATE ANALYSIS:**

Prior to implementing the Axis System, ATS may conduct an analysis of each Approach being considered for a Camera System. If ATS deems necessary, ATS will use the Axis™ VIMS (Violation Incident Monitoring System) or other tool or means to complete the analysis over a 4 to 24 hour period. The Customer will be provided a report on violations recorded at each monitored approach, including the time of day and lanes on



which the violations occurred. For any Approach recommended by the Customer, ATS may install a Camera System. However, ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axis System.

**8. COMMUNICATION OF INFORMATION:**

ATS agrees that all information obtained by ATS through operation of the Axis System shall be made available to the Customer at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of Customer's obligation under this Agreement.

**9. CONFIDENTIAL INFORMATION:**

No information given by ATS to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or the Customer's law enforcement activities for any purpose other than the program.

**10. OWNERSHIP OF SYSTEM:**

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement.

**11. INSURANCE:**

ATS shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against any claims arising from the violation of any such laws, ordinances and regulations or any claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence of willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

ATS shall maintain the following minimum scope and limits of insurance:

- (a) Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such Insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured's for liability arising from ATS's operation.
- (b) Workers Compensation as required by applicable state law, and Employers' Liability Insurance with limits of not less than \$500,000 each accident; ATS shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- (c) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the Customer is a body politic and corporate, the laws from which Customer derives its powers,

insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the Customer may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.

## **12. INDEMNIFICATION**

ATS will defend, or at its option settle, at its expense, any suit brought against City to the extent it is based on a claim that the products and services supplied by ATS infringe any valid patent (an "Infringement Claim"), and ATS will indemnify City for those costs and damages finally awarded against City for an Infringement Claim. ATS's duties to defend and indemnify are conditioned upon:

Customer promptly notifying ATS in writing of the Infringement Claim and giving ATS all information known to City relating thereto; City's giving ATS sole control of the defense and/or settlement; and City's providing to ATS cooperation and, if requested by ATS, reasonable assistance in the defense of the Infringement Claim.

If all or any part of the ATS product is, or in the opinion of ATS may become, the subject of any Infringement Claim, or in the event of any adjudication that the ATS product or any part thereof does infringe, or if City's use of the ATS product or any part thereof is enjoined, ATS, at its expense, may either:

- (1) procure for City the right to use the ATS product or the affected part thereof;
- (2) replace the ATS product or affected part; or
- (3) modify the ATS product or affected part to make it non-infringing.

If none of the foregoing remedies are commercially feasible to ATS, City agrees to discontinue use of the ATS product.

ATS shall have no obligation to the extent an Infringement Claim is based upon:

(A) use of any version of the ATS product other than a current, unaltered version, if infringement would have been avoided by a current, unaltered version; or

(B) combination, operation or use of the ATS product with software and/or hardware not delivered by ATS if such infringement could have been avoided by not combining, operating or using the ATS product with such software and/or hardware.

The above states the entire liability of ATS, and City's exclusive remedy, with respect to any infringement or alleged infringement by the ATS products or any part thereof.

## **13. STATE LAW TO APPLY:**

This Agreement shall be construed under and in accordance with the laws of the State of Florida.

## **14. DISPUTE RESOLUTION:**

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- (a) Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to

binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties or upon a showing of substantial need by the party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

**15. CHANGE ORDERS OR ADDITIONAL SERVICES:**

Changes to services or scope and additional systems and services may be added to this agreement by mutual consent of the parties in writing as an addendum to this Agreement. Customer and ATS agree that should legislation or local ordinance be enacted to enable speed enforcement within the City limits, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services. All other terms and conditions shall remain the same.

**16. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

**17. PRIOR AGREEMENT SUSPENDED:**

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

**18. AMENDMENT:**

No amendments, modifications, or alterations of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by the parties.

**19. NO AGENCY:**

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the Customer. This contract is not intended to create an agency relationship between ATS and the Customer.

**20. FORCE MAJEURE:**

Neither party will be liable to the other or be deemed to be in breach of this agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by ATS. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**21. TAXES:**

In the event that any excise, sales or other taxes are due relating to this service contract, the Customer will be

responsible for the payment of such taxes.

**22. NOTICES:**

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Apopka  
112 East 6<sup>th</sup> Street  
Apopka, FL 32776  
Attn: Chief of Police

American Traffic Solutions, Inc.  
14861 N. Scottsdale Rd, Suite 109  
Scottsdale, AZ 85254  
Attn: Chief Operating Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on Page 1.

AMERICAN TRAFFIC SOLUTIONS, INC.

  
Adam E. Tutor, Executive Vice President

  
City Manager

ATTEST:

  
Recorder

**Exhibit A**  
**ATS SCOPE OF WORK**

**1 AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK**

**1.2 ATS IMPLEMENTATION**

- 1.2.13 ATS agrees to provide a turnkey solution for Camera Systems to the Customer wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "Customer Scope of Work". ATS and the Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, the Customer shall not charge ATS for the cost. All other in-scope work, external to the Customer, is the responsibility of ATS.
- 1.2.14 ATS agrees to make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 1.2.15 ATS will assist the Customer with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.16 ATS will install Camera Systems at a number of intersection or grade crossing approaches to be agreed upon between ATS and the Customer after completion of site analyses to be entered into Schedule 5. In addition to the initial locations, the parties may agree from time to time, by additional Work Order(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.2.17 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.18 ATS' in-house marketing department will assist the Customer with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to ATS from collected revenues.
- 1.2.19 ATS agrees to provide a secure web site ([www.violationinfo.com](http://www.violationinfo.com)) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image and video viewing.
- 1.2.20 The Customer and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature; the parties to this agreement will use the drafts included on Schedules 2 and 3 as the basis for the final workflow design.
- 1.2.21 ATS normally shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.
- 1.2.22 ATS shall repair a non-functional Camera System within 72 business hours of determination of a malfunction.
- 1.2.23 ATS shall repair the Axis VPS system within 1 business day from the time of the outage. Outages of Customer internet connections or infrastructure are excluded from this service level.

- 1.2.24 For any city using ATS lockbox or epayment services, ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. Customer shall sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.

### 1.3 ATS OPERATIONS

- 1.3.13 ATS shall provide the Customer with an optional one-time warning period up to 30 days in length at the outset of the program.
- 1.3.14 As the party responsible for initial contact with the red light violator, ATS shall provide the Customer with an automated web-based citation processing system (Axis™ VPS) including image processing, 1<sup>st</sup> notice color printing and mailing of at Citation or Notice of Violation per chargeable event. Each citation shall be delivered by First Class mail to the registered owner within the statutory period. Mailings to owners responding to first notices identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.
- 1.3.15 Subsequent notices (such as second or pre-collection letters) may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties in Schedule 1.
- 1.3.16 ATS shall apply an electronic signature to the citation when authorized to do so by an approving law enforcement officer.
- 1.3.17 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as the Customer's agent and the State provides the registration data at no cost.
- 1.3.18 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axis to issue citations for the Customer according to each pricing option.
- 1.3.19 If Customer is unable to or does not desire to integrate ATS data to its court system, ATS shall provide an on-line court processing module, which will enable the court review cases, related images, correspondence and other related information required to adjudicate the disputed citation. The system will also enable the Court staff to accept and account for payments. Any costs to integrate ATS system to a court computer system shall be borne by the Customer. ATS may agree to cover these up front costs and recover the costs from collected revenue.
- 1.3.20 The Axis™ VPS system, which provides the Customer with ability to run and print standard system reports.
- 1.3.21 If required by the court or prosecutor, ATS shall provide the Customer with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System until judicial notice is taken.
- 1.3.22 In those instances where damage to a Camera System or sensors is caused by negligence on the part of the Customer or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

- 1.3.23 ATS shall provide a help line to help the Customer resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.

## **2 CUSTOMER SCOPE OF WORK**

### **2.2 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.2.13 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a project manager with authority to coordinate Customer responsibilities under the Agreement.
- 2.2.14 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements
- 2.2.15 The Customer shall make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 2.2.16 The Customer shall, on a form provided by ATS, provide verification to the State Department of Motor Vehicles, National Law enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.17 The Customer and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature, using the drafts included on Schedules 2 and 3 as the basis for the final workflow design.

### **2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.3.13 Customer shall execute a right of way agreement or amendment to allow installation of red light cameras on state roads with Florida Department of Transportation within 30 days of contract execution.
- 2.3.14 If the Customer chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.15 Customer will design, fabricate, install and maintain red light camera warning signs. If Customer cannot provide such signage, ATS will do so and charge the costs to the client.
- 2.3.16 The Customer shall provide access to traffic signal phase connections according to approved design.
- 2.3.17 Customer shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera shall be funded by ATS and ATS shall recover such added costs out of collected revenue in addition to its normal fees.
- 2.3.18 The Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by an ATS PE and such deliverable shall conform to applicable engineering norms and reflect the details of installation work to be completed.

2.3.19 The Customer shall approve or reject ATS submitted plans within 7 business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed 10 business days.

2.3.20 The Customer shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachment permits.

## 2.4 POLICE DEPARTMENT OPERATIONS

2.4.13 The Police Department shall process each potential violation in accordance with State Laws and/or City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axsis™ to determine which violations will be issued as Citations or Notices of Violation.

2.4.14 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

2.4.15 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.4.16 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

## 2.5 COURT OPERATIONS

2.5.13 If Customer does not provide check payment processing, Customer use ATS payment processing services. The fees for lockbox and epayment services are presented on Schedule 1.

2.5.14 Court shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.

2.5.15 Court shall provide the specific text required to be placed on the Citation notice to be issued by ATS within 30 calendar days of contract signature.

2.5.16 The Court shall approve the Citation form within 15 days receipt from ATS.

2.5.17 Municipal Court shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. Court may refer citizens with questions regarding ATS or Axsis technology and processes to websites and/or toll-free telephone numbers provided by ATS for that purpose.

2.5.18 Within 10 days after expiration of a second notice, Municipal court shall pursue delinquent collections of unpaid notices with an existing contractor or ATS.

2.5.19 Any potential one time, direct costs to ATS (including ATS' costs) to develop an interface between the Court system will be initially paid by ATS will be reimbursed to ATS from collected revenues from the program once available.

## 2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

2.6.13 In the event that remote access to the ATS Axsis VPS System is blocked by Customer network security infrastructure, the Customer's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

2.6.14 If Customer-owned telecommunications lines or WiFi networks are present at or near the site, and if feasible to share such existing bandwidth, ATS shall be allowed to use



such infrastructure for data transmission. ATS shall work with the City's IT department to ensure City security protocols are maintained.

**Schedule 1**

**Service Fee Schedule**

Fee per paid citation        \$40.00

Delinquency collections fees: 30% of recovered revenue

**Schedule 2 and 3  
Workflow Diagrams**

**[to be added after consultation with Police and Court]**

**Schedule 4**  
**Project Timeline**

**To be developed upon consultation with police and court.**

**Schedule 5**  
**Initial Camera Locations**

**To be developed upon consultation with police and traffic engineering and after video and engineering analysis by ATS.**